



## **CHANGE IN TERMS AGREEMENT**

Principal Loan Date Maturity Loan No Officer Account \$80,000.00 09-25-2014 11-25-2017 XX9000242X **CMO** References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan of Any item above containing "\*\*\*" has been omitted due to text length limitations. Any item above containing

Borrowers

RTS Construction, LLC Moore, OK 73160-8979 Lender:

First United Bank and Trust Co. South OKC Community Bank 10731 S Western Ave Oklahoma City, OK 73170

Principal Amount: \$80,000.00

Date of Agreement: December 27, 2017

**DESCRIPTION OF EXISTING INDEBTEDNESS.** Promissory note dated 09-25-2014 in the principal amount of \$80,000.00 with the maturity date of 11-25-2017. Current principal balance of \$68,452.56.

DESCRIPTION OF COLLATERAL. Add/New Collateral: 8717 Cedar Lane, Midwest City, Oklahoma 73110 and 2512 East Hills Drive, Moore,

DESCRIPTION OF CHANGE IN TERMS. It is agreed by and between borrower and lender that the maturity date of 11-25-2017 will be modified and extended to be due 12-25-2018, the new maturity date. In addition, borrower agrees to make monthly P&I payments in the amount of 1,000.00 until new maturity date, next payment due 12-25-2017.

Fees and Charges: Collect \$11.32 Interest, \$16 mtg tax 1 year, \$70 mtg filing, and \$100 title search. Late fees--not paid--\$49.00

Release of Claims. Borrower hereby RELEASES, RELINQUISHES and forever DISCHARGES Lender, its agents, officers, directors, employees and representatives of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, which Borrower may have against Lender, its agents, officers, directors, employees and representatives arising out of or with respect to any and all transactions relating to the Note and the Security Documents occurring prior to the date hereof.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

RTS CONSTRUC

Roberto Fuenta Construction, LLC erto

Manager/Member of RTS

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